

READING PUBLIC SCHOOLS
Reading, Massachusetts
BID NO: 2015-3

INVITATION FOR BID

The Reading School Committee (Awarding Authority) is accepting sealed bids from qualified persons interested in contracting for General **Carpentry & Construction Services Contract** for one year commencing April 1, 2012 with an option in the sole discretion of the Awarding Authority, to renew for one or two additional years based upon performance and appropriation.

Sealed bids clearly marked with **General Carpentry & Construction Services Contract** will be received by, Office of the Superintendent, Reading Public Schools, 82 Oakland Road, Reading MA, 01867 **until 10:00 a.m. on Thursday, March 20, 2015** and at that time will be publicly opened and read aloud. Bid envelopes must have a return name and address.

Bidders shall submit a bid deposit of 5% of the total bid price with the bid documents. Bid deposits shall be in the form of a bid bond, certified check, treasurer's check or cashier's check payable to the Town of Reading.

Specifications, plans and bid documents may be examined and obtained at the Facilities Office, Reading Public Schools, 62 Oakland Road, Reading, MA 01867, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, beginning on Wednesday, March 11, 2015.

The Reading School Committee reserves the right to waive any informality or to reject any or all bids or to make the award deemed in its own discretion to be in the best interest of the Town of Reading.

READING PUBLIC SCHOOLS
SPECIFICATIONS FOR **GENERAL CARPENTRY & CONSTRUCTION SERVICES**
CONTRACT

I. General Purpose

This bid is solicited for the purpose of procuring General Carpentry & Construction Services to be provided to the Town of Reading and Reading Public Schools for eight (8) school buildings and seven (7) town buildings for a minimum of one year with the option to extend annually for an additional two years.

II. Scope of Work

Provide all labor, materials, equipment, tools, and supervision necessary for Carpentry services for all Town of Reading public buildings as directed by the Director of Facilities, Reading School Department, in accordance with the conditions, requirements, and specifications attached.

A. General Requirements

- 1) Contractor shall furnish all labor, materials, equipment, staging and trucking as required for work in all buildings in accordance with all specifications
- 2) Unit prices submitted on bid forms will be effective for one year from the date of award of the contract and can be extended for two (2) additional one (1) year periods by written agreement between Reading Public Schools and the successful bidder. The Reading School Department shall have the unilateral option to extend the contract. The contemplated contract resulting from this IFB is an "on-call" carpentry services contract for time and materials and no specific guarantee as to the total value of the contract is made.
- 3) Contractor shall obtain and pay for all permits, inspections, licenses, and certificates required for work under this section. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.
- 4) All work shall be authorized by the Director of Facilities or his/her designee through the issuing of a work order/purchase order. Work under a specific work order shall begin and end upon the recording by a representative of the Facilities Department of the arrival and departure time of the contractor at the jobsite. It shall be incumbent upon the contractor to notify the Director of Facilities or his/her designee of their arrival at and departure from the jobsite. A copy of the service report including date of work, start time and finish time, name(s) of person(s) performing work and time each person worked, brief description of the work, materials used, and

recommendations or comments pertaining to the condition of the work area shall be left at the jobsite upon the completion of the work. Any and all alterations to the scope covered by this contract are subject to the owner's approval.

- 5) All materials used are to be exact duplicate, or an approved substitute of the original used and/or specified by the owner, and in every case, guaranteed as per manufacturer's specification(s). All materials supplied by the contractor must be free of any lien, claim, or encumbrance.
- 6) Inspections and work are to be done during normal working hours (7:00 a.m. through 4:00 p.m., Monday through Friday). The Director of Facilities or his/her designee may authorize work outside normal working hours or days.
- 7) Hourly rates shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.
- 8) Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Invoices must indicate separate charges for labor and materials and material charges must be itemized. The contractor may only invoice for materials that have been furnished; materials on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Weekly payroll reporting forms for prevailing wage rates and signed statement of compliance must be submitted with all invoices. No invoices will be processed for payment without the above referenced documentation. The Reading School Department reserves the right to audit vouchers for material to determine proper pricing.
- 9) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (June 30) must be invoiced immediately and in any case, before July 10th of the same calendar year. Payments may not be made if invoices are submitted after July 10th following the close of the fiscal year (July 1 – June 30).
- 10) Purchases made by the Reading School Department are exempt from state sales tax and federal excise taxes and material prices must exclude such taxes. Tax exemption certificates will be furnished upon request.
- 11) All workmanship by the successful bidder shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials supplied by the successful bidder will have the standard manufacturers' warranties. Any defective materials supplied by the contractor shall be replaced at no cost to the Reading School Department or the Town of Reading.

- 12) The contractor shall, without expense to the Reading School Department, maintain during the term of the agreement the following insurance coverage's with the specified limits:
- a. Bodily injury liability insurance, including accidental death, with limits of not less than \$500,000 for each occurrence and \$1,000,000 aggregate.
 - b. Property damage liability insurance with a limit of not less than \$500,000 per occurrence and \$1,000,000 aggregate.
 - c. If automotive equipment is used in the operation, automotive bodily injury and property damage combined insurance of not less than \$500,000 for each occurrence.
 - d. Workers Compensation and Employer's Liability Insurance as required by Massachusetts General Laws. Ch 152 and 25C, including both statutory lines and Coverage B.

The Town of Reading shall be named as an additional insured on the entire policy with respect to liability. The Insurance Certificate must be written in the name of the Town of Reading as an additional insured. The certificate must have the endorsement of the insurance agency. The policy must contain a notation that the insurer will give 10 days notice to the Town of Reading prior to cancellation, change, or non-renewal of the policy. Notice of occurrence is to be given to the Director of Finance and Operations. All carriers must have an A.M. Best rating of A or better. The Town reserves the right, at its sole discretion, to amend the insurance requirements as set forth above.

- 13) The contractor must supply all applicable MSDS forms as requested by the Reading School Department. Pursuant to MGL Chapter 111F, Sections 8-10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The contractor agrees to comply with all requirements set forth in the pertinent laws.
- 14) The contractor shall keep all exterior doors locked when the buildings are unoccupied and shall be responsible for locking the doors of the buildings or any portion(s) of the buildings at times other than when they are in normal use. Any school or municipal property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor. The Reading School Department shall hold the contractor responsible for any school or municipal property that is lost or stolen during the execution of the work. The contractor shall prohibit his employees from

smoking, and they will be held responsible for any damage caused by smoking by any of his employees.

- 15) All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.

B. Detailed Specifications

- 1) The contractor must possess a valid Unrestricted Massachusetts Construction Supervisors License (CSL). They must have a 365 day per year availability. The contractor must have established a minimum of 5 years experience in the field of General Carpentry and Construction. The contractor shall use trained and experienced employees to perform the services, directly employed and supervised by him. All tradesmen shall have a copy of any required licenses on file.
- 2) Work will be performed on an on-call basis as needed and determined by the Director of Facilities or his/her designee. Response time for regular service calls must be within twenty four (24) hours. The contractor must be available on a 24-hour basis in case of emergencies and shall employ an answering service or cellular telephone capable of reaching a service person twenty-four (24) hours a day.
- 3) The contractor shall give personal supervision to the work and shall employ a competent foreman during the progress of the work. The contractor shall employ a sufficient number of competent workmen who are experienced thoroughly in this type of work. Where more than one worker will be on the job, advance agreement must be in writing between the Director of Facilities and his/her designee and the Contractor.
- 4) The contractor shall be required to be available, at no cost to the Reading School Department, during the working day, at times mutually convenient to himself and a representative of the Reading School Department for consultation regarding potential work, to visit work locations, and to prepare estimates. If requested by the Director of Facilities or any other authorized representative of Reading Public Schools, the contractor will supply a written estimate of the work to be done. There shall be no fee charged for any such estimate.
- 5) If the contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Director of Facilities or his/her designee within 24 hours for authorization to proceed with the additional work.
- 6) The Reading School Department reserves the right to purchase material to be installed under this contract.
- 7) The contractor may employ for his own use the present electrical and water services in order to perform the work to be done on the sites where work is to be done. He

shall be held responsible for all damages to such services or equipment, or damage caused by such services, if such damage were by reason of his or his subcontractors' use of such services or equipment.

- 8) Contract term shall be for one (1) year from the period April 1, 2015 through March 31, 2016. The Reading School Department shall have the sole option to extend the contract for two (2) additional one (1) year terms at the same rates quoted on the Bid Form. Contract obligation on the part of Reading Public Schools and/or the Town of Reading is subject to annual appropriation and annual authorization by the Reading Town Meeting.
- 9) The prevailing wage rates, as determined by the Massachusetts Department of Labor and Workforce Development and any amendments are applicable to any work performed by the successful bidder.
- 10) Buildings covered under this contract shall include:
 1. Alice M. Barrows Elementary School, 16 Edgemont Avenue
 2. Birch Meadow Elementary School, 27 Arthur B. Lord Drive
 3. Joshua Eaton Elementary School, 365 Summer Avenue
 4. J. Warren Killam Elementary School, 333 Charles Street
 5. Wood End Elementary School, 82 Sunset Rock Lane
 6. Coolidge Middle School, 89 Birch Meadow Drive
 7. Parker Middle School, 45 Temple Street
 8. Reading Memorial High School, 62 Oakland Road
 9. Reading Town Hall, 16 Lowell Street
 10. Reading Police Department, 15 Union Street
 11. Reading Senior Center, 49 Pleasant Street
 12. West Side Fire Station, 267 Woburn Street
 13. Main Street Fire Station, 757 Main Street
 14. Reading Public Library, 64 Middlesex Avenue
 15. Department of Public Works, 75 New Crossing Road

Types of Work Shall Include But Not Limited to:

- Door & Window repair and installation
- Wallboard installations and finishing
- Office/Classroom build outs
- Wall Framing
- Door hardware installations and repair
- Demolition and rebuilding of structures
- Suspended ceiling installations
- Bathroom stall installations
- Handicap Ramp installations
- General repairs

Bid Requirements:

- 1) A Bid Bond, Certified or Cashier's Check in the amount of **5%** made payable to the Town of Reading must accompany each bid. Unsuccessful bidders' bonds will be returned immediately following the award to the successful bidder.
- 2) The bid proposal must be filled out on the form prescribed and enclosed in a sealed envelope which shall be endorsed on the outside, "BIDS" and shall indicate the title of the proposal "**General Carpentry & Construction Services Contract**".
- 3) In case of any ambiguity, inconsistency, error or omission in any of the bid documents, or a conflict between the provisions in a bid regulation, the bidder is required to draw such matters to the attention of Reading Public Schools. The School Department will, in turn, clarify the situation as to the true interpretation thereof, and notify each and every person who has received the bid documents through the issuance of an Addendum. The Reading School Department will not be held responsible for any oral instructions. If the bidder fails to draw such matters to the attention of the School Department, as outlined herein, then his bid conclusively will be presumed to have been based upon the interpretation which may be given subsequently by the School Department or, if such conflict is with a law or regulation, the bid conclusively is presumed to be predicated upon full compliance therewith.
- 4) This IS NOT a request for proposals. Bidders must meet the minimum stated requirements, and shall be evaluated based upon the requirements herein.
- 5) Any questions regarding this solicitation or specifications must be in writing to the Director of Facilities prior to the bid due-date. Potential bidders are encouraged to provide written questions no later than two weeks prior to the bid opening so that, if appropriate, the Director may generate an amendment to the solicitation.
- 6) The bidder is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained herein. The same documents will be incorporated into the contract documents.
- 7) All bidders must sign and submit the attached certificates as to corporate bidder, non-collusion, and tax compliance.
- 8) No bid received after the closing time and date established in this IFB for the receipt of bids will be considered regardless of the cause for delay.

- 9) A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received by the Reading School Department prior to the time and date set for the bid opening.
- 10) At the time and place fixed for opening of bids, the School Department will cause to be opened and publicly read aloud, every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- 11) Bidders are required to complete and submit the Qualification and Reference Forms provided in this bid package in accordance with instruction printed therein.

Rule for Award:

- 1) The pricing of labor, materials (including markup) as well as experience, qualifications and references will be used to evaluate bids.
- 2) The successful bidder must have demonstrated experience performing similar services for municipalities or school districts over the past five years.
- 3) In order to be responsive to this IFB, each bidder's company must have:
 - a. Five (5) or more years in the Construction industry.
 - b. Representation of fleet vehicle and licensed personnel capable of responding within the required response time(s); and,
 - c. Five (5) municipal references indicating the bidder's service quality, response time, personnel qualifications, business and billing office competence, equipment and part locating and pricing ability.

Any certifications and/or licenses of personnel to be utilized during the term of this contract must be attached to each bid.
- 4) The successful bidder must possess adequate labor, equipment, and management capabilities to effectively service this contract over the anticipated term, including all renewal options.
- 5) The availability and proximity of the contractor's prime business location, as well as experience with school and municipal building work, shall be considered in its ability to respond to the Reading School Department.
- 6) Items or services equaling or exceeding the specifications will be considered as meeting the specifications.

- 7) Bids submitted pursuant to this IFB will be reviewed and evaluated pursuant to standards required by MGL Chapter 149, considering the lowest responsible and eligible bidder's pricing structure, first in regard to hourly rate and overtime rate and provided that overtime does not exceed 1.5 times the base hourly rate and overtime rate does not exceed 2.0 times the base hourly rate.
- 8) Failure to comply with the above requirements or any attached specifications will be justification to reject any bids as incomplete.

Contract Terms and Conditions:

- 1) The contractor shall indemnify and hold harmless the Town of Reading and the Reading School Department, and all of its officers, agents and employees against all suits, claims, and liabilities of every name and nature for any injuries to persons or damage to property arising out of or relating to any acts of, or failure to act by, the Contractor, his/her employees, agents, or subcontractors, in the performance of the work of this contract or failure to comply with the terms and conditions of the contract.
- 2) The Town / School Department reserves the right to cancel the contract on fifteen (15) days notice and to award the contract to the next lowest bidder on evidence of the contractor's failure to perform in accordance with specifications, and the contractor shall have no legal recourse or claim against the Town or School Department.
- 3) The Town / School Department may cancel this contract at any time without cause upon thirty (30) days prior notice. The Town / School Department may cancel this contract at any time for just cause upon 24-hours written notice. Upon termination, the Contractor is only entitled to be paid for work performed and completed and not for lost profits and/or any indirect overhead costs.
- 4) The contractor shall conform to all requirements of federal, state, and local laws, including prevailing wage laws.
- 5) Copies of all certifications and licenses for personnel utilized during the term of the contract must be updated, kept current and maintained on-file with the Reading School Department during the term of the contract.
- 6) There must be no assignment to third parties unless expressly agreed to in writing by the Reading School Department.
- 7) The selected contractor(s) shall provide Blanket Performance Bonds and Materials/Payment Bonds each in the amount of **50%** of the total amount of the contract, issued by a surety satisfactory to the Reading School Department with a signed contract for the term of the contemplate contract. The value of such Bonds, nor the potential value of each contemplated contract shall in any way

require the School Department to place repair and replacement orders up to such amounts during any term of the contemplated contract(s).

- 8) By submitting a bid, the contractor agrees to execute the contract, provide insurance certificates, bonds, and other required documents, and to commence work within the time limits specified herein.
- 9) The contract shall be considered to include all terms and conditions required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full therein.

Bid Forms

A. Contract Agreement

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the Town of Reading / Reading School Department in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

Signature: _____

Name (Printed): _____

Title: _____ Date: _____

B. References and Qualifications

1. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts?

_____ Yes _____ No

2. Can you respond to normal service calls within twenty four (24) hours?

_____ Yes _____ No

3. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

_____ Yes _____ No

4. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

_____ Yes _____ No

5. In what city or town is your primary place of business located?

6. Do you possess a valid/current unrestricted Massachusetts Construction Supervisors license?

_____ Yes _____ No

7. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded?

_____ Yes _____ No

If "yes," attach a description of the circumstances on a separate sheet.

8. Please list the names of five (5) municipalities or school districts that you have provided similar services to within the last three (3) years.

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2011-2014): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2011-2014): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2011-2015): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2011-2015): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2011-2015): _____ Total Value: _____

C. Repair & Maintenance Pricing

<u>Hourly Rates (Carpenter)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
a. Monday – Friday 7:00 am – 4:00 pm	_____ /hr	_____ /hr	_____ /hr
b. Monday – Friday 4:00 pm – 7:00 am	_____ /hr	_____ /hr	_____ /hr
c. Saturdays, Sundays, Holidays	_____ /hr	_____ /hr	_____ /hr
d. Contractor's Mark Up	_____ %	_____ %	_____ %

Repair & Maintenance Contract Cost Evaluation

<u>Labor Cost</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
e. (a x 50 hrs) + (b x 20 hrs) + (c x 10 hrs) =	_____	_____	_____

(Hours are for evaluative purposes only and do not reflect actual estimate of hours required under contract)

<u>Materials Cost</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
f. \$5,000.00 + (d % of \$5,000) =	_____	_____	_____

(Material amounts are for evaluative purposes only and do not reflect actual estimate of materials required)

Total Estimated Repair & Maintenance Costs	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
e + f =	_____	_____	_____

Total 3 Year Repair & Maintenance Estimate _____

D. Non-Collusion Certificate

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

E. Non-Debarment Certificate

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereafter.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

F. Tax Compliance Certificate

Pursuant to M.G.L. Chapter 62C, Chapter 49A, and Chapter 151A, Section 19A, I do hereby certify under the penalties of perjury that my company has filed all state tax returns and paid all taxes required by law and complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

G. Certificate of Corporate Authority

At a duly authorized meeting of the Board of Directors of _____
_____ {Name of Corporation} held on _____
{Date} at which all Directors were present or waived notice, it was voted that _____
_____ {Name of Officer}, by his/her position of _____
_____ {Title of Officer}, is authorized to execute contracts and bonds
in the name and behalf of the said company, and affix its corporate seals thereto, and such
execution of any Contract or obligation in this company's name on its behalf by its _____
_____ {Title of Officer} shall be valid and binding upon this
company.

I hereby certify that I am the Clerk of _____
{Name of the Corporation}, that _____ {Name of Officer} is the
duly elected _____ {Title of Officer} of said company, and
that the above vote has not been amended or rescinded and remains in full force and effect
as of the date below.

A true copy,

Attest: _____
{Clerk}

Place of Business: _____

Affix Corporate Seal below: